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UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF PENNSYLVANIA

JOHN EASTCOTT,	)	
	)	Case No.
Plaintiff,	)	
	)	COMPLAINT
v.	)	
	)	DEMAND FOR JURY TRIAL
MCGRAW-HILL GLOBAL EDUCATION	)	
HOLDINGS, LLC and MCGRAW-HILL	)	
SCHOOL EDUCATION HOLDINGS, LLC	)	
	)	
Defendants.	)	
	)	
	)	

Plaintiff John Eastcott (“Eastcott”), for his complaint against Defendants McGraw-Hill Education Global Education Holdings, LLC And McGraw-Hill School Education Holdings, LLC (collectively “MHE”) alleges:

**STATEMENT OF ACTION**

1. This is an action for copyright infringement brought by Eastcott, the owner of copyrights to the photographs (“Photographs”) described hereafter and originally licensed for limited use by MHE, against MHE for unauthorized uses of Plaintiff’s photographs.

**PARTIES**

2. John Eastcott is professional photographer and a resident of Hurley, New York.

3. MHE is a sophisticated global publisher incorporated in Delaware. MHE sells and distributes its publications in the Eastern District of Pennsylvania and throughout the United States, and overseas, including the publications and ancillary materials in which Plaintiff’s photographs are

1 unlawfully reproduced. At all times pertinent to the allegations herein, MHE acted through or in  
2 concert with its various imprints, divisions, subsidiaries, affiliates, and/or third parties.

### 3 JURISDICTION

4 4. This is an action for injunctive relief, statutory damages, monetary damages, and  
5 interest under the copyright laws of the United States. This Court has jurisdiction over the subject  
6 matter of this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338 (copyright).

### 7 VENUE

8 5. Venue is appropriate in this District pursuant to 28 U.S.C. §§ 1391(a) and (b) and 28  
9 U.S.C. §§ 1400(a).

### 10 FACTS COMMON TO ALL COUNTS

11 6. Eastcott is an author and copyright owner of the photographic images depicted in  
12 Exhibits 1-4 (“the Photographs”).

13 7. The Photographs have been registered with the United States Copyright Office.

14 8. Eastcott entered into agreements with stock photography agencies Animals Animals  
15 Enterprises, Inc., Corbis Corporation, The Image Works, Inc., and Stock Boston, Inc., (the  
16 “Agencies”) authorizing them to grant limited licenses for use of the Photographs to their customers,  
17 including MHE.

18 9. Between 1993 and 2015, in response to permission requests from MHE, the Agencies  
19 sold MHE limited licenses to use copies of the Photographs in numerous educational publications.  
20 The licenses granted MHE were expressly limited by number of copies, distribution area, language,  
21 duration and/or media (print or electronic) as summarized, where known, in Exhibits 1 - 4.

22 10. Shortly after obtaining the licenses, MHE exceeded the licenses and infringed  
23 Eastcott’s copyrights in the Photographs in various ways, including:

- 24 a. printing more copies of the Photographs than authorized;  
25 b. distributing publications containing the Photographs outside the authorized  
26 distribution area;  
27  
28

- c. publishing the Photographs in electronic, ancillary, or derivative publications without permission;
- d. publishing the Photographs in international editions and foreign publications without permission;
- e. publishing the Photographs beyond the specified time limits.

11. Upon information and belief, after obtaining access to the Photographs, MHE used the Photographs without any license or permission in additional publications that have not yet been identified. Because MHE alone knows of these wholly unauthorized uses, Eastcott cannot further identify them without discovery.

12. MHE alone knows the full extent to which it has infringed Eastcott's copyrights by making unauthorized uses of the Photographs, but it has not shared this knowledge with Eastcott. Eastcott has no reasonable means to determine whether MHE has made entirely unlicensed use of his photographs in its publications.

13. On February 9, 2016, Eastcott, through his counsel, sent MHE a spreadsheet reflecting invoices it had obtained for use of his photographs, in an attempt to open a dialogue with MHE regarding any unauthorized use of his work.

14. On February 16, 2016, MHE's counsel responded, indicating that MHE "would be willing to investigate whether there is any basis for [Plaintiff's] assertion that there may have been excessive use of Mr. Eastcott's photos, and if so, whether any compensation may be owed to the photo agencies that provided his photos to MHE." MHE would not agree to enter into an agreement tolling the statute of limitations pending any investigation, nor would MHE agree to investigate or disclose any entirely unlicensed use of Eastcott's photographs.

15. On September 23, 2014, a jury sitting in the Eastern District of Pennsylvania found MHE liable for copyright infringement of 38 photographs in 11 textbooks by the same scheme Eastcott alleges here. *See Grant Heilman Photography, Inc. v. McGraw-Hill School Education Holdings, LLC, et al.*, No. 5:12-cv-2061-MMB (Doc. 180, Judgment). The jury awarded \$127,087 in actual damages and profits to that stock photography agency for those infringements.



1           5.       An award of Plaintiff's court costs, expert witness fees, interest and all other amounts  
2 authorized under law.

3           6.       Such other and further relief as the Court deems just and proper.

4                               **DEMAND FOR JURY TRIAL**

5       Plaintiff demands a trial by jury of all issues permitted by law.

6       DATED: February 22, 2016

7                               Plaintiff John Eastcott, by his  
8 attorneys,

9                               

10                              Maurice Harmon  
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